NEW APPLICATION

zona Department of Tri



Floyd Roehrich Jr.

State Engineer

Intermodal Transportation Division 206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer

John S. Halikowski Director May Anana Corporation Commission

DOCKETED

JUN 10 2010

DOCKETED BY NR

Attn: Chris Watson 1200 W Washington Street Phoenix, AZ 85007

Arizona Corporation Commission

Office of Railroad Safety

RE: Application to replace existing cantilevered flashing lights Project: Lincoln Street Signals Federal Project # RRS-STP-000-6(052)P ADOT Tracs # 0940 MA PHX SR061 01C Union Pacific Railroad crossing AAR/DOT # 741 492 D

RR-03639A-10-0233

ZEE JEH 10 P 12: 28

Mr. Watson,

This application is being submitted to allow the Union Pacific Railroad (UPRR) to install 3 cantilevers to provide train warning to the traveling public. This work was identified thru the 1998 array and numerous onsite diagnostic meetings. The project was modified to provide train warning when Lincoln Street experiences both normal 2 way traffic and East bound only traffic using all lanes. The first phase of the project consisted of installing concrete crossing and was completed in 2007.

1. Project Location and Description

The project is located on Lincoln Street just west of 6th Street in Phoenix. UPRR uses the track as a drill track with infrequent crossings. Lincoln street is 5 lanes wide and is normally used for 2 way traffic, consisting of 2 west bound and 3 east bound lanes. Lincoln can be switched to 5 lane east bound only traffic during sporting events.

The project consists of building 3 cantilevers. 2 cantilevers will cover the normal 2 way traffic and will replace the existing undersized cantilevers. A3rd cantilever will cover the west bound lanes when they are used for east bound traffic. A draft UPRR signal installation map is installed to show the work.

2. Why the crossing is needed

Based on the 1998 crossing improvement array, this crossing was selected for upgrades to the signals by installing the cantilevers and installing a concrete crossing surface. The concrete surface has already been installed. Cantilevered and gate mounted flashing lights will now cover each traffic lane.

3. Construction Phasing

Once an opinion and order is issued, UPRR will acquire and install the signal equipment within 12 to 15 months.

4. Maintenance of the crossing

UPRR will be responsible for installing and maintaining the crossing surface and signal equipment. City of Phoenix will be responsible for maintaining the road approaches outside of UPRR responsibility.

5. Project Funding

100% of the funding will be provided thru the Federal Highway Administration thru their Section 130/highway-railroad crossing safety improvement program.

Costs are as follows:

UPRR Signal Cost

\$347,210.00

UPRR Surface Cost

\$167,029.00

Total Cost

\$514,239.00

- 6. Other information (based on typical Staff Data Requests):
- 1. Provide Average Daily Traffic Counts for each of the locations. 7,300 ADT in 2005
- 2. Please describe the current Level of Service (LOS) at each intersection. Level A
- 3. Provide any traffic studies done by the road authorities for each area. None known
- 4. Provide the population of the City the crossing is located in. 2008 census: 1,552,000 persons.
- 5. Provide what warning devices are currently installed at the crossing.

Gate mounted warning lights and single lane cantilevers in each direction.

6. Provide distances in miles to the next public crossing on either side of the proposed project location. Are any of these grade separations?

Grant Street (AAR/DOT 741 493 K) is at-grade and 500 ft south. Buchanan Street (AAR/DOT 741 484 L) is also a- grade and is 200 feet to the north of the crossing.

7. How and why was grade separation not decided on at this time? Please provide any studies that were done to support these answers.

No studies completed. Grade separation not considered as part of this Section 130 safety upgrade.

8. If this crossing was grade separated, provide a cost estimate of the project.

Unknown costs. Estimate \$30,000,000++ due to urbanized location.

9. Please describe what the surrounding areas are zoned for near this intersection. i.e. Are there going to be new housing developments, industrial parks etc.

Surrounding area zoned commercial and industrial. Chase Field/ Large sporting venue located just Northwest of this crossing.

10. Please supply the following: number of daily train movements through the crossing, speed of the trains, and the type of movements being made (i.e. thru freight or switching). Is this a passenger train route?

No passenger traffic.

UPRR anticipates switching movements only with 3 engines/day 10 mph maximum.

11. Please provide the names and locations of all schools (elementary, junior high and high school) within the area of the crossing.

Silvestre S. Herrera Elementry School located 2 miles SE of crossing. 1350 S 11th Street, Phoenix, AZ 85034-4537

12. Please provide school bus route information concerning the crossing, including the number of times a day a school bus crosses this crossing.

Per Sheri Thompson (602-257-3800), Bus Transportation Coordinator for Silvestre S. Herrera School, The school is east of the crossing and their bus barn/storage area is west of the crossing. Bus uses this crossing 40 times per day. Most but not all of the crossing trips are empty buses.

13. Please provide information about any hospitals in the area and whether the crossing is used extensively by emergency service vehicles.

Not used exclusively by emergency services.

Promise Hospital (1 mile SW) 1201 South 7th Avenue Phoenix, AZ

Maricopa Medical Center (2.6 miles NE) 2601 E Roosevelt St Phoenix, Az

14. Please provide total cost of the railroad improvements to each crossing.

Cost described above.

15. Provide any information as to whether vehicles carrying hazardous materials utilize this crossing and the number of times a day they might cross it.
No known data. However, Lincoln Street is part of the City of Phoenix designated
Thru Truck route, allowing unlimited truck access.

- 16. Please provide the posted vehicular speed limit for the roadway. Speed limit is 45 mph
- 17. Do any buses (other than school buses) utilize the crossing, and how many times a day do they cross the crossing.

Bus traffic varies depending on sporting events.

18. Please indicate whether any spur lines have been removed within the last three years inside a 10 mile radius of any crossings covered in this application. Please include the reason for the removal, date of the removal and whether an at-grade crossing or crossings were removed in order to remove the spur line. Private spur just west of this crossing (and at-grade crossing) removed in the recent past.

2 side spurs removed at Grant Street, just south of this application (including 2 at-grade crossings). 1 private spur just west of this crossing removed within last 10 years (Lincoln Street just west of 5th Street).

This track is part of the UPRR Riverlead, which was removed south of Grant Street approximately 500 ft south of this crossing. Numerous at-grade crossings were removed as part of this abandonmen in 2008.

19. Please fill in the attached FHWA Grade Separation Guidelines Table, (from FHWA's 2007 revised second edition Railroad Highway Grade-Crossing Handbook, page 151) with a yes or no answer as to weather each item applies. Also, please provide all information to support your answers of yes or no (i.e. vehicle delay numbers, any calculations that were performed to get the answers).

Per FHWA Railroad-Highway Grade Crossing Handbook, Page 58:

K = 0.001088

CxT = 21,900; EI = 37.49

Tracks =1 : MT = 1.34

DT, HP, Speed factors =1

5 traffic lanes; HL= 1.51

Thus: 0.001088*37.49*1.34*1*1*1.51 = 0.0439

20. Based on the current single track configuration at the crossings specified by this application. please provide the current traffic blocking delay per train. Please indicate the time in which vehicular traffic is delayed (1) to allow the train to pass at a crossing and (2) due to trains stopped on the track for any purpose. The delay is measured from the point that the warning devices are activated at the crossing to the time after the train has cleared the crossing and the warning devices are reset.

No known excessive delays due to railroad operations.

Sincerely,

Robert Travis, PE State Railroad Liaison

Arizona Department of Transportation

205 S 17th Ave, Room 357

MD 618E

Phoenix, AZ 85007

602-712-6193 602-712-3229 fax

rtravis@azdot.gov

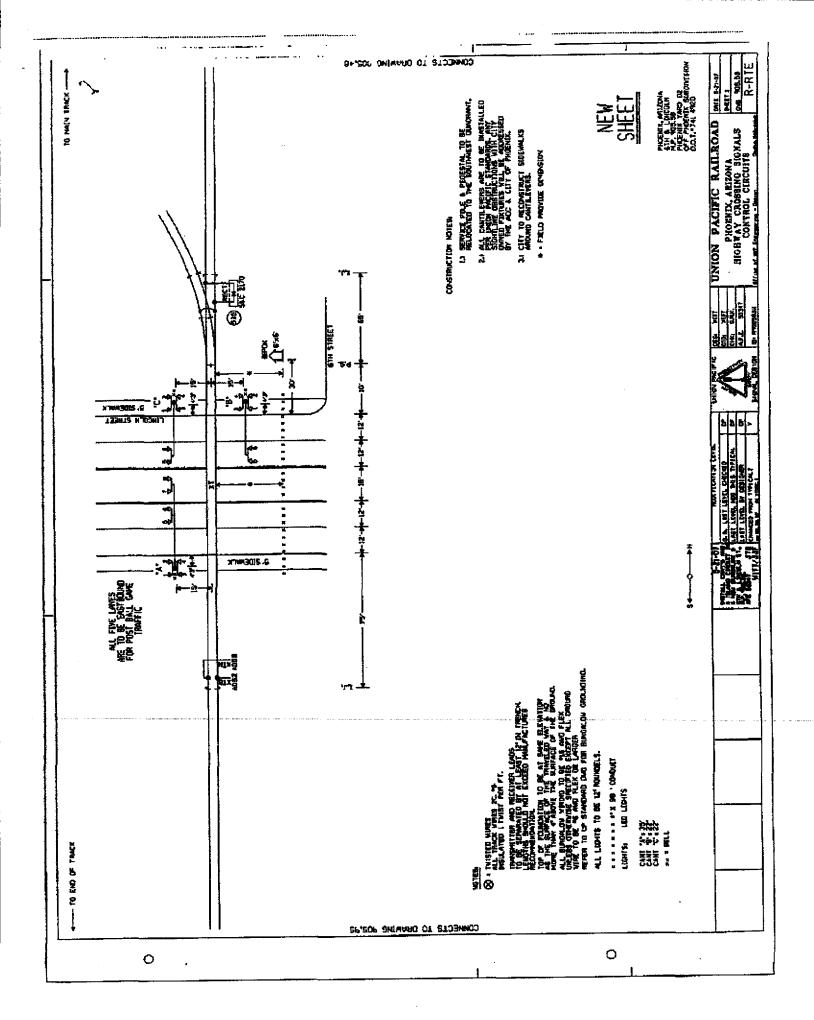
enclosures

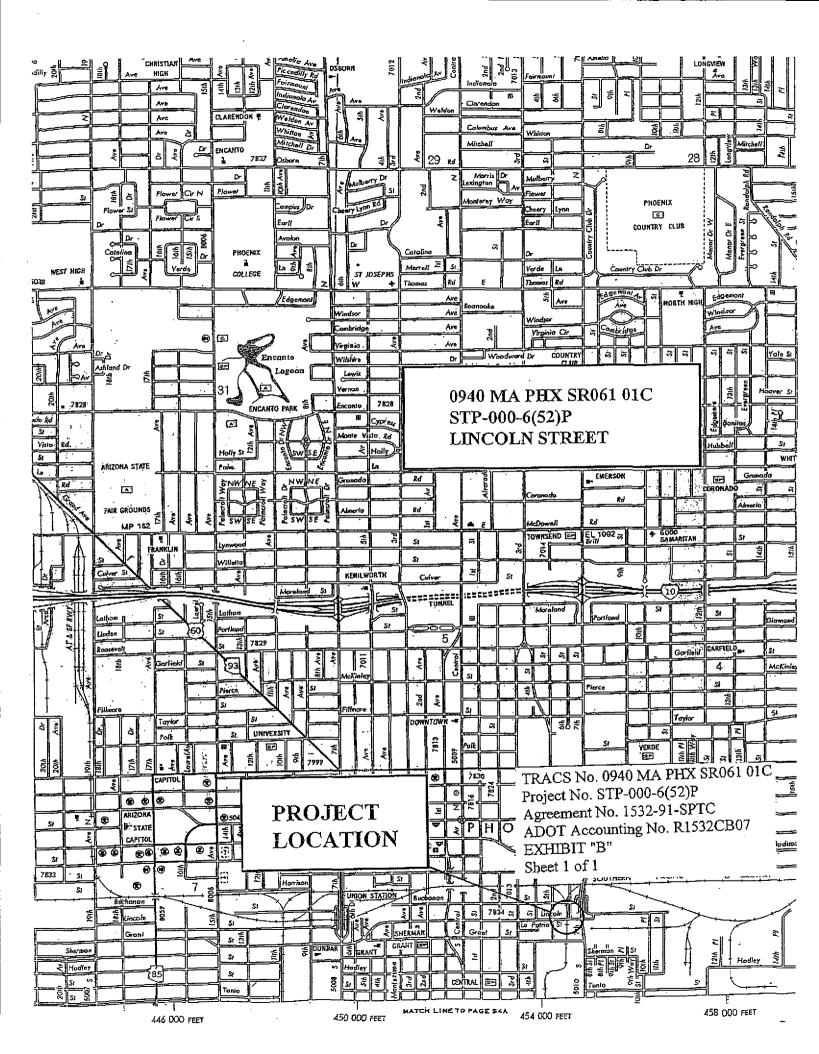
CC: Marcel Benberou, ADOT

> Belinda Cumings, City of Phoenix Aziz Aman, Union Pacific Railroad

File

right of way whenever Lincoln Street (DOT 741	one or more of the following 492 D)	conditions	exist:	<u> </u>
The highway is a part of the	Crossing Currently meets the criteria	No		
designated Interstate Highway System	Crossing meets the criteria by 2030	No		
The highway is otherwise	Crossing Currently meets the criteria	No		
designed to have full controlled access	Crossing meets the criteria by 2030	No		
	Crossing Currently meets the criteria	No		
The posted highway speed equals or exceeds 70 mph	Crossing meets the criteria by 2030	No		
A A D T	Crossing Currently meets the criteria	No		
AADT exceeds 100,000 in urban areas or 50,000 in rural areas	Crossing meets the criteria by 2030	No		
	Crossing Currently meets the criteria	No		
Maximum authorized train speed exceeds 110 mph	Crossing meets the criteria by 2030	No	A function with the control of the c	
An average of 150 or more trains	Crossing Currently meets the criteria	No		
per day or 300 million gross tons/year	Crossing meets the criteria by 2030	No		
Crossing exposure (trains/day x AADT) exceeds 1M in urban or	Crossing Currently meets the criteria	No		
250k in rural; or passenger train crossing exposure exceeds 600k in urban or 200k in rural	Crossing meets the criteria by 2030	unknown. As	sume no	
Expected accident frequency for active devices with gates, as calculated by the US DOT	Crossing Currently meets the criteria	No- 0.0439		
Accident Prediction Formula including five-year accident history, exceeds 0.5	Crossing meets the criteria by 2030	Unknown. As	ssume No	
Vobiala dalay ayaada 40 Vobiala	Crossing Currently meets the criteria	No		
Vehicle delay exceeds 40 vehicle hours per day	Crossing meets the criteria by 2030	unknown. As	sume no	







Arizona Department of Transportation

Intermodal Transportation Division
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

April 25, 2007

Richard L. Travis
Deputy Director

RAILROAD CROSSING PROJECT

TRACS No.: 0940 MA PHX SR061 01C

Project No.: STP-000-6(52)P Location: Lincoln Street AAR/DOT No.: 741-492-D

RR M.P.: 906.80C

ADOT Accounting No.: R1532CB07

RAILROAD AGREEMENT
For
FEDERAL AID
Railroad Crossing Projects

UNION PACIFIC RAILROAD COMPANY Agreement No. 1532-91-SPTC RAIL/HIGHWAY SAFETY PROGRAM

DATE: 2007-05-10

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2007-11-08

DESCRIPTION OF WORK:
2007 RECOLLECTIBLE PROJECT
M.P. 905.58 PROBRIX SUBDIVISION
6TH & LINCOLN STREET, PROBRIX, AZ. DOT \$741492D
INSTALL 80 T.F. OF CONCRETE CROSSING SURFACE
COST: 100% STATE OF ARIZONA (FEDERAL)

PID: 58952	AWO: 843	100	MP,SOI	SUBDIV: 905.58, PROENIX				
SERVICE UNIT: 16	CITY: PHO	DENIX	31	Pate: Az				
DESCRIPTION	QTY UN	IT LABOR	MATERIAL	RECOLL	UPRR	TOTAL		
THE TWO DESCRIPTIONS								
Engineering work Contract - Prelim engr			3,0000	10000		10000		
ENGINEERING		1000		1000		1000		
IABOR ADDITIVE 2084		2080		2080		2080		
MESON ADDITIVE 2000		2000		2000				
Total engineering		3080	10000	13080		13080		
SIGNAL WORK			-					
LABOR ADDITIVE 208%		2617	•	2617		2617		
SALES TAX			. 7	7		7		
SIGNAL		1258	176	1434		1434		
	-	~				·		
TOTAL SIGNAL		3875	153	4058		4058		
TRACK & SURFACE WORK								
BALAST	2.00 C	1895	1333	3228		3228		
BILL PREP			900	900		900		
CONTINGENCY - 20%			27836	27838		27838		
CONTRACT - TRAFFIC CONTR	OL, SAW C	7T .	13000	13000		13000		
FIELD WELD	•	265		265		265		
FOREIGN LINE PREIGHT			783	783	***	783		
HOME LINE FREIGHT			900	900		900		
LABOR ADDITIVE 208%		36156		36156		36156		
MATL STORE EXPENSE			904			904		
OTM		3036	5126	8162		8162		
RAIL	320.00 L	607	5510	6117		6117		
BDXTRG	80.00 T	£ 2713	12873	15586		15586		
SALES TAX		·	1556	1556		1556		
SWITE	35.00 E	8997	3322	12319		12319		
trk-surf, lin		2375		2375		2375		
WELD		3530	907	4437		4437		
XTIE	151.00 E	s 5486		15365		15365		
TOTAL TRACK & SURFACE	1	65060	84831			149891		
LABOR/MATERIAL EXPENS	E	72015	95014					
RECOLLECTIBLE/UPRR EX				167029	o ·			
ESTIMATED PROJECT COS	T	-				167029		
EXISTING REUSEABLE MA	TERIAL CRE	dir		0				
SALVAGE NONUSBABIE MA	TERLAL CRE	DIT		. 0				

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPPR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

> TRACS No. 0940 MA PHX SR061 01C Project No. STP-000-6(52)P Agreement No. 1532-91-SPTC ADOT Accounting No. R1532CB07 EXHIBIT "A"

RECOLLECTIBLE LESS CREDITS

SUMMARY OF ESTIMATE

Total

Preliminary Engineering:

\$10,000.00

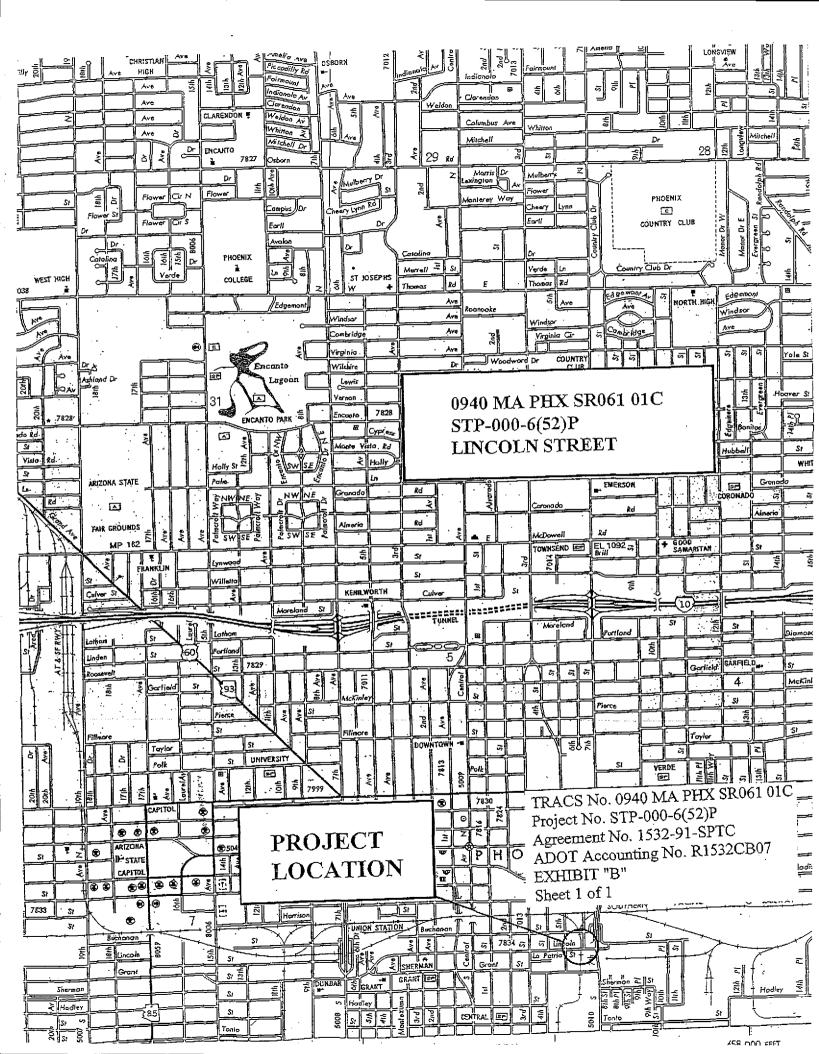
Construction:

Surface

\$<u>157,029.00</u> *\$167,029.00

*Railroad will invoice ADOT for 100% of total work.
Railroad will separate Preliminary Engineering costs from Construction costs.

TRACS No. 0940 MA PHX SR061 01C Project No. STP-000-6(52)P Agreement No. 1532-91-SPTC ADOT Accounting No. R1532CB07 EXHIBIT "A" Sheet 1 of 2



STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

Agreement No. 1532-91-SPTC

Agreement Addendum No. 1

Company's Name: The Union Pacific Railroad Company

Address:

101 S. Watson Road, Arlington, TX 76010

The purpose of this addendum is to modify the Company name as stated herein:

WHEREAS: Agreement No. 1532-91-SPTC terms the "RAILROAD" as SOUTHERN

PACIFIC TRANSPORTATION COMPANY.

WHEREAS: Agreement No. 1532-91-SPTC is revised to term the "RAILROAD"

as the UNION PACIFIC RAILROAD COMPANY.

THEREFORE: The parties hereto agree that Agreement No. 1532-91-SPTC is hereby amended as shown herein. All other provisions of Agreement No. 1532-91-SPTC shall remain unabrogated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ARIZONA DEPARTMENT OF TRANSPORTATION

UNION PACIFIC RAILROAD COMPANY

WILLIAM R. BRISCOE, P.E.

Utility & Railroad Engineering Section

Date

Approved as to Form
Gyneral Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION

UTILITY AND RAILROAD ENGINEERING SECTION

MASTER
RAILROAD AGREEMENT
For
FEDERAL AID
Railroad Crossing Projects

SOUTHERN PACIFIC TRANSPORTATION COMPANY
Agreement No. 1532-91-SPTC
RAIL/HIGHWAY SAFETY PROGRAM

THIS AGREEMENT by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "RAILROAD," and STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, herein termed "STATE".

WITNESSETH:

The parties hereto desire to set forth by this instrument their understanding and agreements with respect to the installation, at various times, of railroad warning devices and/or surface crossing materials with track rehabilitation, if required, throughout the State of Arizona, where a roadway crosses the property and tracks of RAILROAD.

AGREEMENT:

NOW THEREFORE, it is mutually agreed as follows:

- 1. The work to be performed by RAILROAD under this agreement is hereinafter referred to as "PROJECT".
- 2. RAILROAD agrees to furnish all labor, materials, tools, and equipment necessary to install such warning devises including necessary actuating and operating circuits and adequate instrument housing and/or roadway crossing materials with track rehabilitation, if required, upon its property at certain designated grade crossings.

Said installation shall comply with the latest standards prescribed by the Association of American Railroads and the Manual On Uniform Traffic Control Devices, Part VIII.

- 3. RAILROAD will prepare both a cost estimate, marked Exhibit "A" and a location plan marked, Exhibit "B", showing the general details of each PROJECT and send them to STATE for acceptance.
- 4. It is agreed that the work to be performed by RAILROAD is a part of a Federal-Aid project. Pursuant to the provisions of Federal-Aid Policy Guide Subchapter G, Part 646 Subpart B, there is no ascertainable net benefit to RAILROAD, and STATE agrees to reimburse RAILROAD for one hundred percent (100%) of the cost and expense incurred by RAILROAD in furnishing of materials and performing the work as described in the Cost Estimate, marked EXHIBIT "A", attached to and made a part hereof.

- 5. It is understood and agreed that the STATE is acting solely as an agent for the project sponsor in securing and administering Federal funds and STATE assumes no other liability hereunder for the project sponsor.
- 6. Prior to commencing construction of each PROJECT, Railroad agrees to notify STATE, in writing, of the actual construction start date. Upon completion of each PROJECT, RAILROAD agrees to notify STATE, in writing, of the actual completion date. The construction start date shall not be prior to receiving a notice to proceed from STATE. Construction progress payments shall not be made without the actual construction start date. Final payment shall not be made without the actual construction date.
- 7. The work for each PROJECT shall be performed by RAILROAD forces on an actual cost basis, and as supported by the analysis of estimated costs set forth in Exhibit "A". The actual cost shall be payable in payments as follows:
 - a. RAILROAD will order the materials for each PROJECT, and may invoice the STATE upon receipt, for materials and related costs, as set forth in Exhibit
 - b. RAILROAD may submit monthly invoices for work performed and materials installed unless invoiced under subparagraph a.
 - c. Minimum payment, except for final invoice, is \$5,000.
 - d. Upon completion of all work under each PROJECT, RAILROAD shall arrange for a joint close-out inspection of the completed PROJECT. Upon determination by STATE that the work has been completed in accordance

with Exhibits "A" and "B", RAILROAD will submit final and complete invoice to the STATE. STATE agrees to pay RAILROAD the difference between the final invoice and any previous payments for PROJECT. Any amount with which STATE disagrees shall be paid under protest, subject to resolution.

e. All invoices will be paid by STATE within sixty (60) days of receipt.

All expenses incurred by RAILROAD for work which STATE is obligated to reimburse RAILROAD hereunder, including all work incidental to such work but not specifically mentioned herein, shall be subject to the provisions of the Federal-Aid Policy Guide Subchapter B Part 140 Subpart I.

- 8. Pursuant to A.R.S. Sections 35-214, 35-215 and 41-1279.04, the books of RAILROAD shall be open for inspection and audit by authorized representatives of STATE and the Federal Government for a period of not less than five (5) years from the date final payment has been received by RAILROAD. State agrees to pay RAILROAD any sums found to be owing as a result of an audit within sixty (60) days of receipt of the audit by the Utility and Railroad Engineering Section of STATE. RAILROAD agrees to reimburse STATE, within sixty (60) days of notification for any amount STATE disallows as a result of its audit. Any audit exceptions with which RAILROAD disagrees shall be paid to STATE under protest subject to resolution.
- 9. All invoices shall contain STATE's project number and agreement number. The invoice shall be sent to:

ARIZONA DEPARTMENT OF TRANSPORTATION Utility and Railroad Engineering Section 205 South 17th Ave. Mail Drop 618E Phoenix, Arizona 85007-3212

- 10. Once installation of railroad warning devices and/or roadway crossing material has been completed, RAILROAD shall maintain, in kind, the railroad warning devices and the crossing material two feet outside of each rail as long as they remain in place. However, RAILROAD shall be entitled to receive any contribution toward the cost of such maintenance as may be now or hereafter made available by means of any law, ordinance, regulation, order, grant or by other means or sources.
- \$100,000 and arising out of the terms of this Agreement relating to work performed, invoicing and similar matters, shall be subject to arbitration, at the request of either party, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining; provided, however, that claims or disputes arising out of personal injury, death, property damage, or environmental incidents shall not be subject to arbitration without the concurrence of both parties, except to the extent otherwise required by the rules of Arizona courts.
- 12. In compliance with the regulations of the United States Department of Transportation, RAILROAD hereby agrees to comply fully with all of the provisions of Appendix "A", attached hereto and by this reference made a part of this Agreement; provided, however, that Appendix "A" shall be applicable only in those cases where RAILROAD does not perform the work contemplated in this Agreement with its own forces.

- 13. This Agreement is subject to the budgetary limitations set forth in Arizona Revised Statutes Subsection 28-1823 through 28-1826 inclusive and is further subject to the provisions of Chapter 1 of Title 35, Arizona Revised Statutes.
- 14. STATE and RAILROAD each agrees to be liable to the other party for its own acts of negligence and the negligence of its own employees.
- 15. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of RAILROAD and the assigns of STATE.
- 16. RAILROAD is required to comply with Executive Order 75-5, "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Agreement.
- 17. Pursuant to A.R.S. Subsection 38-511, STATE may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of STATE or any of its departments or agencies is, at any time while this Agreement or any extension of it is in effect, an employee of any other party to this Agreement with respect to the subject matter of this Agreement.

signed by both parties.	have executed this Agreement as of the day and year
SOUTHERN PACIFIC TRANSPORTATION COMPANY	ARIZONA DEPART. OF TRANSPORTATION HIGHWAY DIVISION
By James L. Moeller Its J. MANAGER - CONTRACTS	By William Phison Manager of Utility & Railroad Engineering Section
Date October 2, 1995	Date 10-17-95
Approved as to Eprin/ William Accordance ATTORNEY 10/5/90	
STATE OF COLORADO)	
COUNTY of DENVER)	
The foregoing instrument was acknowle Ms. J. Lawrence he MANAGER-CONTRATION COMPANY Delaware corporation, o	edged before me this 2d day of October, 1995, by ACTS of SOUTHERN PACIFIC TRANSPORTA- on behalf of the corporation.
My Commission Expired ALISON DILGES PIECE OF COLOR	Notary Public alison Dilges
My Commission Expires 2-11-97	
STATE OF ARIZONA))ss.	
COUNTY of MARICOPA)	
The foregoing instrument	1111 117, 000 100

The foregoing instrument was acknowledged before me this // day of 199 by William R. Briscoe, the Manager of Utility and Railroad Engineering Section of the Arizona Department of Transportation, on behalf of the STATE.

My Commission Expires:

ndy Commission Expires Merch 25, 1999

Notary Public

Agreement No. 1532-91-SPTC

APPENDIX A (Revised)

II EQUAL OPPORTUNITY

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

- 2. Employment Practices:
 During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: enployment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprentice—ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractors commitments under this section II-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared in-elegible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this Section II-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. <u>Selection of Subcontractors</u>, <u>Procurement of Materials</u>, and <u>Leasing of Equipment</u>:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a. Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

Utility & Railroad Engineering Section

TRACS No.: <u>0940 MA</u> Project No.: <u>STP-000-6</u> Agreement No.: <u>1532-</u>	6(052)P 91-SPTC, R1532CB07	Location: Lincoln Street (Phoenix) AR/DOT No.: 741-492-D RR M.P.: 905.58						
Addendum No.: 1 Company's Nam Address 2073 E	e <u>Union Pacific Railroad Company</u> ast Jade Drive, Chandler, AZ 85286	CONTRACT NO. P001-2009-001421						
Transportation in acc	by a grees t o m odify t he e xisting r eferenced a gree ordance with the original agreement, the modified p accept as full compensation therefor the payment pro	ement and to do the work hereinafter set forth for Department of rovisions of this form and of the attached sheets, if any, and Company ovided in the agreement as modified herein.						
WHEREAS:	Agreement No. 1532-91-SPTC authorororides \$167,029.00 to install a conestimate: and	rized construction on July 18, 2007 and crete crossing surface, according to the						
WHEREAS:	the Arizona Department of Trans	nion Pacific Railroad Company advised sportation that their current estimate install warning devices, according to the 4,239.00; now						
THEREFORE:	ORE: The parties hereto agree that Agreement No. 1532-91-SPTC is hereby amended to provide an additional \$347,210.00, according to the attachments, for a revised estimate total of \$514,239.00. All other provisions of Agreement No. 1532-91-SPTC shall remain unabrogated.							
The Department consent this agreement	nt of Transportation hereby agrees to the terms as a nt may be modified or terminated at any time.	bove set forth, and hereby agrees to pay same provided, that by mutual						
IN WITNESS W	HEREOF, the parties hereto have executed this Agr	eement.						
De	Sam Maroufkhani eputy State Engineer, Development	UNION PACIFIC RAILROAD COMPANY By ALL DEVALUATION OF THE 13/19/68						
רו	ate 05-18-10	Date						

Assistant Anomey Gores, Attorney for Department of Transposition

DATE: 2008-06-19

MP, SUBDIV: 905.58, PHOENIX

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2008-12-19

DESCRIPTION OF WORK:
INSTADL LED CANTILEVER SIGNALS, AC/DC CIRCUITS IN NEW CABIN AT
6TH & LINCOLN IN PROENIX, AZ: M.P. 935.58
SIGNAL PROJECT MANAGER: RUDY BURDEN 935-7680
RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:
SIGNAL - FEDERAL GOVERNMENT 1008

PID: 52160 AWO: 53347

SERVICE UNIT: 16				87	ate: az	2150, 2115	
0,000,12.000		.,		-	·•••		
DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
				****		<u>-</u>	24.P.
ENGINEERING WORK							
ENGINEERING			20000		20000		20000
PLACGING			10000		10000		10000
LABOR ADDITIVE 105.61%			36715		36715		36715
SIG-UNY XING			4765		4765		4765
		-		4-1			
total engineering			71480		71480		71 4 80
SIGNAL WORK							
BILL PREP			900		900		960
CONTINGENCIES				59791	59791		59791
LABOR ADDITIVE LOS. 614			50066	•	50,056		50066
METER BEXVICE				12000	12000		12000
PERSONAL EXPENSES				35625	12000 35625		35625
SALES TAX				2329	2329		2329
SIGNAL			46507	58245	104752		104752
TRANSPORTATION CHARGES					3728		372€
WZ TRAFFIC CONTROL				6539	6539		5539
TOTAL SIGNAL			97673	178257	275730		275730
		,		202222			
LABOR/MATERIAL EXPENS	Ď.			178257			
RECOLLECTIBLE/UPER EX			400222	27 Q2 D T	347210	Ď	
ESTIMATED PROJECT COS					54.410	-	347210
EXISTING REUSEABLE MA	-	CHECK	Ter		0		
SALVAGE NONUSEABLE MA					Ď		
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RECOULECTIBLE LESS CE	BOITS						•

THE ABOVE FIGURES ARE ESTIMATES BALY AND SUBJECT TO FOUTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

> TRACS No. 0940 MA PHX SR061 01C Project No. STP -000-6(052)P Agreement No. 1532-92-SPTC Addendum No. 1 Attachment 2 of 10

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WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 52160 A.W.O. NO: 53347 W.O. NO: B.I. NO: 05EN10 STATE: AZ

RAILROAD: UPRR CO.

LOCATION: PHORNIX, AZ, 6TH & LINCOLN, PHORNIX SUE.

DEPARTMENT: ENGINEERING SERVICES

SERVICE UNIT: 16

VAL SEC: 0221

INSTALL LED CANTILEVER SIGNALS, AC/DC CIRCUITS IN NEW CABIN AT STHE LINCOLN IN PHOENIX, AZ. M.P. 905.58 SIGNAL PROJECT MANAGER: RODY BURDEN 935-7660 PAILROAD TO PERFORM ALL HORE / COST DISTRIBUTED AS FOLLOWS: SIGNAL - FEDERAL GOVERNMENT 100%

TRACS No. 0940 MA PHX SR061 01C Project No. STP -000-6(052)P Agreement No. 1532-92-SPTC Addendum No. 1 Attachment 3 of 10

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PAGE 02 MORB

PROJ NO: 52160 A.W.O. NO: 53347 W.O. NO: B.I. NO: 05EN10

STATE: AZ

VAL SEC: 0221

LOCATION: PHOENIX, AZ, 6TH & LINCOLN, PHOENIX SUB.

DEPARTMENT: ENGINEERING SERVICES

RAILFOAD: UPRR CO.

SCOPE OF WORK

JOINT PROJECT VAİ. M.P. M.P. SEGMENT FACILITY NUMBER FROM TO 52160 0221 AZ 905.58 905.58 4984

WORK ORDER AUTHORIZATION-DETAIL OF BSTIMATED EXPENDITURES

PAGE 03 MORE

PROJ NO: 52160 A.W.O. NO: 53347 W.O. NO: B.I. NO: 05EN10 STATE: AZ VAL SEC: 0221

EALLROAD: UPER CO. LOCATION: PHOENIX,AZ,6TH & LINCOLN,PHOENIX SUB. DEPARTMENT: ENGINEERING SERVICES

	** 6 = 3 * 4 * 5		~**	LABO	Ř Pĺď	<u> </u>		
GANG TYPE	GANG T					WORK CODE DESCRIPTION	GANG DAYS ALLOWED	DIRECT LABOR S
s LOCUS	SIGNAL 5	man g	٥	5 3	34004	SIG GENERAL	30.00	29373.00
SIGDOS	5 PERSON	POR S	9	5 3	34004	SIG GENERAL	16.50	16155.15
SIGCOS	5 PERSON	FOR S	0	5 3	4007	eig-gen die	1.00	979.10
					SOB	-TOTAL	17.50	17134.25
					TOT	AL.		46,507.25

FÖRM 30-1 WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PAGE 04 MORE

PRCJ NO: 52150 A.W.O. NO: 53347 W.O. WO: B.I. NO: 05ENIO STATE: AZ VAL BEC: 0221

RAILROAD: UPRE CO.

LOCATION: PHOENIX, AZ, 6TH & LINCOLN, PHOENIX SUB.

DEPARTMENT: ENGINEERING SERVICES

STOCK MATERIAL PLAN

	TEM BŠČŘÍ P.TIČN	UNIT COST	ota da	DIRECT MATL \$
and a second second		170.73	6 EA	1024
	TTERY, GNB, 75A9 OR 50A13, ABSOLY	170.73°.	7 EA	2416
	TTERY, GNB, 75A21 OR SCA27, ABSO	0.02	200 EA	
	BLE TIE, NYLON 1 1/8" MAX. DIA BLE TIE, NYLON 3 1/2" MAX. DIA	0.12	200 EA	4 2
	RCUIT BRER, 120/240V 20A 2 POLE	14.60	20 SA 1 EA	15
		5.97	1 EA	و تت
	RCUIT BREAKER, 120/240V 30A AC	4.67	1 EA.	5 5
	LAY, CEN. PURPOSE 120V. TAB 656	2.05	1 EA	2
	CRET, P-B 27E122 TAB 836A & 856	ະ.ພລ 2.53	2 42P.	5
	PR, ELECTRICAL PLASTIC	0.15	10 EA	.5 2
	RMINAL, SPADE, 10-12 WIRE, 48 STUD	0.55°	30 EA	17
	RM LUG 3/16 CABLE-1/4 POST 2412		30-БА 44-ВА:	
	ASS TERMINAL, RING TONGUE AMP	0.19	20 EA	
	200 2011121100, 201111011111		20 EA.	
	A Table of the same of the sam	0.02 0.07	35 EA	
	RMINAL, #16-14 AB SPADE		35 BA	_
**	1524-1 TERMINAL, TEST 16-22 A	1.61 1.62	15 EA	
	(1527-1 TERMINAL, TEST	3.29	2. EA	7
09401140 AL	DAPTER, 4 INCH CARLON PLASTIC		2 EA	
03403850 BI	SHING, 4º PLASTIC, DESULATING	9.62 2.15	110 LF	-
	MINUTE, 4*, PVC, TYPE 40	5.19	2 RA	
	CKNUT, 4 INCH, GALVANIZED	7.26	S EA	
	ROUND ROD, 5/8 FINCH X 8 FEET			
	end rod conn. 16ay ofeshot.	5.04	e ea	
	IRB #6 AWG 1 COMD COPPER SOLID	6.42	200 LF	
	TRE #6 AWG 2 CAD SOOT BOOL SHIPLD	1.67 3.11	100 LF	
	IRE, \$5. 5 CORD 500 ROLL SHIRLDED		1000 LF	
. ,	ire #6 Awg 1 cond copper, Stran	0.52	170 LF	
	IRB #10 AWG 1 COND COPPER. STRAN	0.20	3280 LF	
	IRE #10 AWG 1 COND COPPER, TWIST	0.46	500 LP	
	ire file and 1 cond copper, stran	0.16 0.11	500 1.P 20 1.F	
	IRE, \$22, TW. PR. BEIDEN \$8761	and the second s		
	HERT METAL SCREW, #10 K 1 INCH	1.47	1 9K 2 9X	
	HEET METAL SEREN, \$12 X 3/4"	2.09		
	HRET METAL SCREW #12 % 1	3.04	2 BX	
	ADLOCK, SIGNAL, WITHOUT REY, AMERIC	14.84	5 BA 1 BA	
	ARTON, 39 1/8"L X 23 1/4"W X 17	4,94	, ··	_
	ARTON, 47 3/8"L X 39 1/2"W X 18"	11.07	1 EA 2∈EĴ\	
	ALLET, 48 % 40 INCH 2/WAY	8.41		
	LASTER OF PARIS, \$DAP 10308	2.79	1 5%	
39340220 8	TCM, HIGHWAY CROSSING	50.00	2 EA	100

TRACS No. 0940 MA PHX SR061 01C Project No. STP -000-6(052)P Agreement No. 1532-92-SPTC Addendum No. 1 Attachment 6 of 10

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WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

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PROJ NO: 52160 A.W.O. NO: 53347 W.O. NO: B.I. NO: 05EN10 STATE: A2 VAL SEC: 0221

RAILROAD: UPRR CO. LOCATION: PHOENIX, AZ, STE & LINCOLN, PHOENIX SUB.

DEPARTMENT: ENGINEERING SERVICES

*				. ښد خه ـ	برات بالرابع فالهباء بالمساج	 	
	SURGE PROTECTOR SP20-ZA TAB 585 POMER CABLE, CABIN TO GENERATOR - BORD WIRE, 7 STRANDS 160 LF. ROLL WIRE DUCT, 2X3 WIRE DUCT, 2X3 WIRE DUCT, 3X3 WIRE DUCT, 3X3 WIRE DUCT COVER 3"X6" WIRE DUCT, 3X3 WIRE DUCT, 4D0 WIRE SIGNAL XING CLIP BOARD - FOR SIGNAL PRINTS STEP BOX LIGHTNING ARRESTOR, CIR-COMM TAB 3 LIGHTNING, 4D0C, 12V TABST5 WHEN THE ABC, 12V TABST5 WHEN THE ABC, 12V TABST5 WHEN THE THE TOWARD TERMINAL BLOCK, SIGNAL 12 POST 6 TERMINAL, FOR GRS, 14-10 FLAG TERMINAL						
52001370	SURGE PROTECTOR SP20-2A TAB 585	66.14	2	EA	132		
52003630	POWER CABLE, CABIN TO GENERATOR -	148.23	1	ВA	148		
52005700	BOND WIRE, 7 STRANDS 100 LF. ROLL	0.78	100	LF	78		
52016830	WIRE DUET, 2X3	B.44	11	EA	93		
52016940	WIRE DUCT, 313	9.82	2	EÄ	20		
52017510	WIRE DOOF COVER 2°X6'	1.84	11	ËÃ	20		
52017620	WIRE DUCT COVER 3"26"	2,71	2	EA	5		
52018500	DIODE, MODEL 217-D TAB 535	114.01	1	ĖÀ	114		
52019560	EQUALIZER, H.D. TAB 583	8.76	ġ	EA	7.9		
52013740	FOUNDATION, CANT, PRECAST, 16 BOLT.	5562.45	3	EX	16687		
52025240	HOUSE, 6X6, SIGNAL XING	4975.69	1	ΕÀ	4976		
52027350	CLIP BOARD - FOR SIGNAL PRINTS	8.02	1	RΆ	8		
52027430	STEP BOX	16.25	ì	EA	16		
52028420	LIGHTHING ARRESTOR, CLR-COMM TAB 3	6.71	19	EΑ	127		
52029780	LIGHTNING ARE HD TAB 582 W/O BASE	9.35	:2	EA	1.9		
52030010	LIGHTNING ARRESTOR CONN STRIP	3.93	ź	EA	á		
52039210	RECTIFIER, 20EC, 12V. TARS75	273.99	1	EA	274		
52039390	RECTIFIER, 4DEC, 12V. TARS77	370.23	1	EÄ	370		
52068 6 50	TERMINAL, #6 - 5 WIRE - RING TYPE	0.16	55	EA.			
52070010	TERMINAL, #12-10 WIRE, RING TONGUE	0.08	450	EA	36		
52071600	TERMINAL, #20-16 WIRE, RING TONGUE	ço.	150	ĖA	ià		
52072280	TERMINOL BLOCK, SIGNAL 2' POST BAK	3.61	17	EA	61		
5207274D	TERMINAL BLOCK, SIGNAL 12 POST 6	15.65	1	EA	15		
52072960	TERMINAL BLOCK, SIGNAL 12 POST	12.67	12	ΕÄ	152		
52074550	TEST LINK, INSULATED ASSEMBLE TAB	0.66	19	EA	13		
52074680	SWITCH, MCKERN TAB 82	13.90	ĺ	EA	14		
52079550	WIRE TAG, PIASTIC - WHITE	0.13	IDD	EA.	1:3		
52079560	MARKING PEN FOR WHITE TAG)	1.95	1	EA	2		
52263600	SURGE ARRESTOR, METER LOOP.	28.46	1	EA	28		
52276600	CROSSING CHIRLE 34 40AMP	4151.64	ב	EA	4152		
52707280	RELAY, TAB 882, BIBN, TK. A52-120	506.54	1.	£Á	507		
52776370	RELAY PLUCBOARD GRS B1 TAB 900	32.31	1	ВĄ	31		
52777970	PLAO TERMINAL, FOR GRS; 14-10	0.80	10	EÄ	8		
52770110	FLAG TERMINAL, FOR GRE, 20-16	0.71	10	EA	7		
52779280	RELAY TEST TERM, GRE B1	6.54	L	EA	7		
52907710	CANTILEVER - 21'-23' KING SIGNAL	6600.00	2	EΆ	13200		
-52907950	Cantilever - 33"-35" King Signal -	7800.00	I	EA	7800	 	
52973600	POK IND. TAB 925	200.00		EA	100	 	
53311490	EXTRACTOR FOR "8"TERMINALS P3-308	9.36	1	ĒĀ	ý		
53311510	TEST NUT WRENCH. GRS #P3-320	33.01	1	EΑ	33		
53648010	insolating cap e shield assy.	1.97	4	ΕA	6		
53903460	RPD 120/24DTDFL SURGE PROTECTOR	267.43	1	EA	267		
53954500	180429-000 BOOTLEG KIT	49.19	1	ËA	49		

TOTAL

58, 243

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WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 52160 A.W.O. NO: 53347

W.O. NO:

B.I. NO: 05EN10

STATE: AZ VAL SEC: 0221

RAILROAD: UPRR CO. LOCATION: PHOENIX,AZ,5TH & LINCOLH,PHOENIX SUB.

DEPARTMENT: ENGINEERING SERVICES

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TRACS No. 0940 MA PHX SR061 01C Project No. STP -000-6(052)P Agreement No. 1532-92-SPTC Addendum No. 1 Attachment 8 of 10

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WORK GROER AUTHORIZATION-DETAIL OF ESTIMATED EMPERDITURES

PRCJ NO: 52160 A.W.O. NO: 53347 И.О. NO: B.I. NO: 05EN10 STATE: AZ

VAL SEC: 0221

RAILROAD: UPRR CO.

LOCATION: PHOENIX, AZ, 6TH & LINCOLN, PHOENIX SUB.

DEPARTMENT: ENGINEERING SERVICES

JOB ACCT UNIT TOTAL CHRGABLE TO NO. NO. DESCRIPTION QTY UM COST LABOR MATERIAL P.1. O.E. OTHER 1 1 1 1 ! 1 1 ACCT 709 SUBTOTAL 347210 1 ! ! !ESTIMATE TOTALS 1 ! ! 168953! 347210

ESTIMATED BY: XCOT249 CLE#: 172420 00 TOTAL ESTIMATED EXPENITURES: \$347,210

*============

DATE: 10-25-2007 APPROVED BY:

APPROVED BY:

TRACS No. 0940 MA PHX SR061 01C Project No. STP -000-6(052)P Agreement No. . 1532-92-SPTC Addendum No. 1 Attachment 9 of 10

FORM 30-2 WORK ORDER AUTHORITY-DETAIL OF ESTIMATED CREDITS

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PROJ NO: 52160 A.W.O. NO: 53347 W.O. NO: B.I. NO: 05EN10 STATE: AZ

RATIROAD: UPPR CO. LOCATION: PROENIX, AZ, 6TH & LINCOLN, PHOENIX SUB. DEPARTMENT: ENGINEERING SERVICES VAL SEC: 0221

JOB ACCT LEDGER NO. NO. DESCRIPTION SALVAGE VALUE IVAL 5EC: 0221 1 1 1 ! ** MAIN LINE ** | ! | | 1 1

ESTIMATED CREDIT TO TESSEVE PROPERTY RETIRED AND NOT TO BE REPLACED. And the second s ESTINATED CREDIT TO POUIPMENT RETIRED

ESTIMATED BY: XCCT249 CID#: 172420 000

DATE: 10-25-2007 APPROVED BY:

900 RET. SIGNAL

APPROVED BY:

TRACS No. 0940 MA PHX SR061 01C Project No. STP -000-6(052)P Agreement No. . 1532-92-SPTC Addendum No. 1 Attachment 10 of 10